

AGREEMENT

between the

TOWNSHIP OF HAMILTON

and

LOCAL 2475, American Federation

of State, County and Municipal

Employees

AFL-CIO

Blue Collar

JULY 1, 2002 through JUNE 30, 2007

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## AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of JULY, 2002 by and between THE TOWNSHIP OF HAMILTON, MERCER COUNTY, TRENTON, NEW JERSEY, hereinafter referred to as the "Employer", and LOCAL NO. 2475, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union",

### WITNESSETH:

WHEREAS, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidance of the parties;

NOW, THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the promises, the parties hereto agree as follows:

### ARTICLE I

#### RECOGNITION

SECTION I: The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed under Appendix B attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

This agreement shall be binding upon the parties hereto and their successors, as permitted by law.

#### LABOR/MANAGEMENT MEETINGS

SECTION II: As a means of fostering good employment relations through communication between the parties, the Township and the Union shall meet on a quarterly basis or at other times as needed and as mutually agreed upon for the purpose of reviewing the administration of the Agreement and to discuss matters of general interest.

meetings. ~~Employees are not intended to bypass the grievance procedure or to be considered collective bargaining~~

Either party may request a meeting and shall submit, at least one week prior to such meeting, a written agenda of proposed topics to be discussed.

## NO STRIKE CLAUSE

SECTION III: It is agreed that during the terms of this Agreement neither the Union, its officers or members, shall instigate, call, sanction, condone or participate in any strike, slowdown, stoppage of work, boycott, picketing, or willful interference with production, transportation or distribution, and that there shall be no lockout of employees by the Employer. The employees further agree not to comply in any way with work stoppage of any other public employee group providing, however, there is no danger to their personal health and safety.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action ordered back to their jobs, forward copies of such order to the Employer and use every means at its disposal to influence the employees to return to work.

## DUES AND DEDUCTIONS

SECTION IV: Upon receipt of a lawfully executed written authorization from an employee, the Township of Hamilton agrees to deduct the regular monthly Union dues of such employee from his paycheck and remit such deduction by the tenth (10th) day of the succeeding month to the official designated in writing by the Union to receive such deductions. The Union will notify the Township in writing of the exact amount of such regular membership dues to be deducted. This authorization shall be irrevocable during the term of this Agreement.

Any employee in the bargaining unit on the effective date of this agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five per cent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union

termination date of this agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purposes of this provision, Employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

#### SAVE HARMLESS CLAUSE

SECTION V: The Union agrees to indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township as a result of any action by the Township under the provisions of this Article.

#### UNION REPRESENTATIVES

SECTION VI: Representatives of the Union, who are not employees of the Township of Hamilton, shall be admitted on the premises of the Employer.

**The Township agrees to recognize a maximum of seven (7) stewards selected by the Union. A steward and/or union officer shall be granted a reasonable amount of time during his/her work hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor.**

The Union president shall be allowed time off as is necessary to conduct union business with the Township at a mutually agreed time. No union representative shall leave his work without first obtaining the permission of his immediate supervisor or permission of a supervisor where the grievance exists, which permission shall not be unreasonably withheld. The Union representative shall submit a log to the Division Head of all grievances or disputes for which the union representative had to leave his job to investigate.

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, union membership or union activities.

The Township and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

Both the Employer and the Union agree that they will not discriminate against or harass employees from either management or the Union.

SECTION VII: NOTIFICATION: Management will notify the union president of any rules or policy changes that effect members of this bargaining unit. Management retains its rights afforded by law and this collective bargaining agreement.

## ARTICLE II

### MANAGEMENT RIGHTS

It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency are solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, to select, schedule and direct the working forces, including the right to hire, suspend or discharge for just cause, to assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, to decide the number and location of its facilities and stations, to determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery, tools and equipment, methods, schedules of work together with the selection, procurement, designing, engineering and the control of equipment and materials; to purchase services of others, contract or otherwise, and all other management functions except as they may be otherwise specifically limited in this Agreement or by law.

## ARTICLE III

### SENIORITY

#### SECTION I:

Seniority is defined as an employee's continuous length of service with the Township, beginning with his latest date of provisional and/or permanent appointment.

#### SECTION II:

DEPARTMENT - The following constitutes the departments covered under this Agreement:

1. Department of Public Works
2. Department of Water Pollution Control
3. Public Safety



5. Library

SECTION III:

LOSS OF SENIORITY - Continuous service for seniority purposes shall be ended for any of the following reasons:

1. Discharge for just cause.
2. Voluntarily quitting employment.
3. Failure to report as required following the expiration of an approved leave of absence, unless the employee has a justifiable reason for his inability to report.
4. Absence from work without reporting for five (5) consecutive working days unless reasonable and satisfactory excuse for not having notified the Township is presented.

SECTION IV:

PROBATIONARY EMPLOYEES

- a. Newly hired employees shall be considered probationary employees for the first three (3) month period. Such employees may, during the probationary period, be terminated at anytime without any recourse whatsoever.
- b. Upon completion of the probationary period, an employee's seniority for purposes of benefits shall be his date of commencement of employment, including the probationary period.

SECTION V:

LAYOFF

- a. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications skills, abilities and job title to perform whatever work may be available.

c. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications, skills, abilities and job title for the work available. The Township will not hire new employees while there are employees qualified to perform the duties of the vacant position on the recall list, unless such employees on recall refuse to accept such employment.

c. Where ability to perform work and physical fitness are equal as determined by the Township, seniority shall be given preference in promotions, demotions, layoffs, recall, vacation schedules and work shifts.

d. Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts on a seniority basis only when vacancies occur or changes in the number of employees per shift are being made. Where such vacancy occurs, or where there is a change in the number of employees per shift, a senior employee will not be permitted or required to wait longer than one (1) year to exercise his preference of shift over a less senior employee.

#### SECTION VI:

#### PROMOTIONS

a. Promotion qualifications and procedures for permanent classified employees are governed by the Civil Service laws, rules and regulations.

b. All provisional job openings will be filled by promoting within the Department from the next lower-rated in-line job titles, provided that the employee possesses the necessary skill, ability and knowledge to perform the duties required of the higher rated job. Management and Union agree to mutually develop a career path model for all titles in this bargaining unit. Management retains the right to fill all open competitive job openings. Hamilton Township will follow all New Jersey Department of Personnel rules and regulations. This section supercedes all previous sections.

Notices of all job vacancies will be forwarded to the union president prior to posting. Notices will contain title, Division where vacancy exists and salary range. Approved vacancies and the approximate date the new position will become available will be provided to interested applicants.

within present job title.

d. The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

e. The Township shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

#### ARTICLE IV

#### LEAVES OF ABSENCE

##### SECTION I: PAID LEAVE OF ABSENCE

##### SICK LEAVE

a. Sick leave is a benefit intended to provide time off for employees unable to work due to illness according to Civil Service regulations.

Sick leave benefits for permanent employees shall accumulate on the basis of one and one-quarter (1 1/4) days per month or fifteen (15) days per year. Sick leave benefits for provisional and temporary employees shall accumulate on the basis of one (1) day per month or twelve (12) days per year.

Sick leave benefits are credited to all permanent employees in advance on January 1st of each year. However, it must be understood these days are credited anticipating the employee will work the full twelve (12) months during the year.

Sick leave benefits are at a rate equivalent to that payable if the employee were present for work. Sick time may be taken in quarter (1/4) day increments.

b. Employees who abuse their sick leave benefits and do not carry one (1) full day over into the next year may be required to accumulate said days before being eligible to use them. Such employees will be notified.

c. Any amount of sick leave benefits not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for purposes such as family illness.

d. If an employee is absent for reasons that entitle him to sick leave benefits, his supervisor shall be notified prior to the employee's starting time or in conformance with department regulations.

e. The appointing authority may require proof of illness of an employee on sick leave whenever such requirements appear reasonable. Abuse of sick leave benefits shall be cause for disciplinary action.

f. Employees having accumulated ten (10) or more of their fifteen (15) sick days credited for that year will have the option to be paid five (5) days' wages in lieu of carrying over five (5) of their sick days. Any employee wishing to exercise the sick leave full pay option must exercise this option by December 15th of the year in which the requirements have been met. Any decision to exercise this option subsequent to December 15th of the year in which the requirements have been met shall not be recognized.

g. If an employee is absent for reasons that entitle him or her to sick leave benefits, his or her supervisor shall be notified prior to the employee's starting time.

Sick leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay except military leave.

SECTION II: SICK TIME ABUSE LANGUAGE: The Employer may require a supporting medical certificate from a treating physician for any period of absence due to illness of 3 consecutive days or more or for more than 10 separate occurrences during the calendar year. Quarter and half sick days will count towards the 10. Absences documented with a supporting medical statement from a treating physician prior to the 10<sup>th</sup> occurrence will not count towards the maximum.

The Employer will track sick leave use and counsel employees as needed, but at least after 8 occurrences and warn the employee that after 10<sup>th</sup> occurrence supporting statements from a treating physician will be required for the balance of the calendar year.

Employees who are officially found to be abusing the sick leave provision will be disciplined accordingly. In addition, the employee will be required to submit supporting statements from a treating physician for any sick

have exceeding 5 days for the subsequent calendar year. Employees that have been found to abuse their sick time and use more than 15 sick days in a calendar year may earn their sick time on a pro-rated basis the next year.

SECTION III: LIMITED DUTY POLICY: Employees that are out on a work related or non-work related injury may be assigned limited duty. These assignments will be distributed by the Personnel Department with approval from the Township physician. Employees may be assigned different work hours depending on the limited duty assignment. Employees will be required to work the same amount of hours as mandated in their previous position. Their work schedule can only be adjusted by one hour at the beginning or end of their shift.

#### BEREAVEMENT PAY

##### SECTION IV:

a. In the event of the death of a member of the immediate family of any employee covered by this Agreement said employee shall be excused from work for a period not to **exceed five (5) consecutive workdays** for grieving purposes, commencing the day after date of death. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal workweek, but in no event more than eight (8) hours pay for any one (1) day. The immediate family shall include mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandchildren, grandparents, son-in-law, daughter-in-law, **step-children, step-parents**, or any other relative living in the household of the employee.

b. In the event of the death of an employee's brother-in-law or sister-in-law, **aunt, or uncle** the employee may be excused the day before and the day of the funeral, if scheduled to work.

c. It is intended that the above payment only be made for such period that the employee would actually have been working to the end that the employee will either receive the death benefits here under, or holiday pay, vacation pay, military pay, jury duty pay or disability benefits as the case may be. The above provision is intended to enable the employee to attend the funeral of the immediate family as specified above.

d. When the death and/or the relationship of the deceased is not common knowledge, proof must be submitted for the purpose of receiving payment under this provision.

SECTION V:

a. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay beginning with the first day of disability provided that a physician authorized by the Township specifies that the injury requires rest from employment. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Workmen's Compensation paid under the New Jersey Workmen's Compensation Act for temporary disability. Such leave shall be limited to a maximum of six (6) months from the date of injury.

b. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

UNION BUSINESS

SECTION VI: An employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business or attend conventions. The Union shall designate no more than four (4) employees to serve as Union Representatives. **The four (4) Union representatives will receive a combined total of twenty-five (25) days each year during the life of the contract. Union officials cannot accumulate more than thirty days (30) in any one year of the contract. Management and the Union will review the status of the days used each calendar year.**

MILITARY LEAVE

SECTION VII: An employee may be granted a leave of absence up to two (2) weeks to complete his military obligations. The Township will pay the employee the difference in pay between the amount received from the military and the employee's regular pay.

JURY DUTY

#### SECTION VIII:

a. In the event that an employee is called to jury duty, he/she will be granted time off as the court requires. The absence from work will not be counted against his/her regular vacation period or sick leave accumulation. The employee will be paid only for the time required to serve on jury duty, and if there are times the employee is not scheduled for jury duty, including being excused early, the employee must report for work. All request for jury duty leave must be filed with the Personnel Division prior to the leave.

b. When scheduled for jury duty, employees who work the afternoon and evening shifts will have their work schedules adjusted whenever possible.

Employees will be granted equal time off their regular shifts in half day increments if their shifts can not be adjusted.

Employees may be required to verify the time spent on jury duty and must notify their supervisor prior to the start of each shift of the hours served on jury duty.

c. Management may adjust the schedule of employees that are mandated to serve on jury duty and their regularly assigned hours are not on the day shift. No request will be unreasonably denied.

#### PERSONAL DAYS

#### SECTION IX:

a. All employees covered under this Agreement shall be entitled to five (5) days per year leave of absence with pay to be used for personal business. Personal days shall not be taken in conjunction with vacation or sick leave and said days must be approved at least two (2) working days in advance. Except in case of emergency, prior approval must be first requested from the Division Head or designee. The Township through the Division Supervisors, shall respond to an employee's request for personal leave within two (2) working days and all requests and responses shall be in writing.

In the event the Division Head or designee is not available then the personal day may not be taken without approval of the Department Head or designee. In the event that none of the above are available the personal day may not be taken without the approval of the Business Administrator or designee. Approval shall not be unreasonably withheld.

Personal days must be taken during the calendar year and cannot be accumulated.

Personal days may be used in quarter (1/4) day increments.

## NON-PAID LEAVE OF ABSENCE

### SECTION X:

a. The Township will grant leaves of absence to two (2) employees, not more than one (1) from any department, to accept full-time union employment not to exceed two (2) years. Sixty (60) days notice shall be given to the Township by any employee requesting such leave.

b. All other leaves of absence without pay shall be at the discretion of the Township.

c. Employees returning from authorized leaves of absences set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits, provided, however, that sick leave and vacation leave and longevity credits shall not accrue with exception of those on military leave.

### SECTION XI:

#### Family Leave

The employer shall comply with the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 ET SEQ.

SECTION XII: COMMON DIGNITY AND RESPECT CLAUSE: The employer and the union agree that the work environment shall be characterized with respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee is inappropriate.

## ARTICLE V

### GRIEVANCE PROCEDURE



## SECTION I:

A grievance is a claim by an employee that he/she has suffered a loss or injury by a violation, misapplication or misinterpretation of this agreement and shall be settled in the following manner.

### Step 1

The Union Steward, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's Division Superintendent within five (5) days of the date of the occurrence of the grievance. The Division Superintendent shall attempt to adjust the matter and shall respond to the steward within three (3) working days.

### Step 2

If the grievance has not been settled, it shall be presented in writing to the Department Head within three (3) days after the Division Superintendent's response is due. The Department Head shall respond to the steward in writing within three (3) days.

### Step 3

If the grievance still remains unsettled, it shall be presented to the Business Administrator or designee in writing within seven (7) days after the response of Division Head is due.

No later than ten (10) working days after receiving the appeal, the Business Administrator or designee shall schedule a hearing on the grievance. The hearing held under this procedure shall include the Council No. 73 representative, the local Union President or his designee and the aggrieved employee. The Business Administrator or his designee shall respond within ten (10) working days unless an extension is agreed upon by both parties.

### Step 4

If the grievance is still unsettled, the union may, within fifteen (15) days after the reply of the Business Administrator is due, request arbitration, by delivering written notice to the Business Administrator.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation & Conciliation Service or the Public Employees Relation Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names

from the panel. The Union shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

The only grievances which may be submitted for arbitration shall be those causing a loss or injury to an employee, arising out of the meaning, application and interpretation of the provisions of this Agreement. The arbitrators shall have no power to add to, or subtract from, or modify any of the terms of this Agreement.

Employee must choose either Civil Service or Arbitration for the settling of grievances, but not both.

## SECTION II:

### DISCIPLINE

Disciplinary action shall be either minor or major. Major disciplinary actions shall be any action where the penalty contemplated could be termination, demotion, or a suspension of more than five (5) days or an equivalent fine or any other action which is appealable to the State of New Jersey Department of Personnel. Minor disciplinary action can be any other penalty not included above.

Prior to the imposition of any minor disciplinary action, the supervisor must discuss the disciplinary problem with the employee and a union representative. Such a discussion shall not constitute a hearing. Following the discussion, if the supervisor still intends to impose discipline it shall be done in writing not more than ten (10) working days following the discussion.

If the disciplinary action is the result of a previously discussed disciplinary matter, such as lateness or absenteeism, which warrants progressive disciplinary action, no additional discussion is necessary. The disciplinary action must be in writing.

If the disciplinary action may result in a major penalty as defined above, the employee must be notified in writing and given a formal hearing at which union representation must be provided. If the supervisor intends to suspend the employee without pay pending the formal hearing, the employee shall first be afforded the opportunity to discuss the charges at an informal hearing with union representation present. The employee shall be presumed

innocent until all the facts are discussed. If there is a recording of the meeting, the employee shall be notified and shall be provided a copy upon request.

If any minor disciplinary action is brought forth against any member of this union, the employer will not reference any infractions that are greater than three (3) years old.

## ARTICLE VI

### HOURS OF WORK

#### WORKWEEK

SECTION I: The workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees in continuous operation. For payroll purposes the workweek shall commence every Monday morning at 7:00 A.M.

#### CONTINUOUS OPERATIONS

SECTION II: Employees engaged in continuous operations are defined as being any employees or group of employees, engaged in an operation for which there is regularly scheduled employment at periods other than regular work hours. Employees so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have equal share of Saturdays and Sundays off, distributed evenly throughout the year.

#### WORK SCHEDULE

SECTION III: Work schedules showing the employee's shifts, workdays and hours shall be posted on all division bulletin boards at all times. **Employees may voluntarily participate in a flexible work program that may consist of flexible hours and work schedules. The Union and Management agree to discuss the parameters of the program.**

Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer. Employees who work in a continuous operation will receive a thirty (30) minute paid lunch period. All other employees will receive a thirty (30) minute unpaid lunch period.

## OVERTIME

SECTION IV: Time and one-half the employees regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- a. Daily - All work performed in excess of eight (8) hours in any workday.
- b. Weekly - All work performed in excess of forty (40) hours.
- c. All work performed on the sixth (6) workday of any workweek, provided the employee has worked a total of forty (40) hours. Sick time and vacation time will be construed as days worked for purposes of this provision.
- d. For employees in continuous operations, all work performed on days scheduled as non-working days on the work schedule.
- e. In the event that any holiday shall fall on a regular workday, and employees are not required to work on said holidays, such holiday shall be considered as a day worked for purposes of computing overtime.
- f. All work performed on Sunday will be paid at double time the hourly rate of pay except for watchmen, part-time employees and employees working in continuous operations, in which cases, double time will be paid for all work performed after forty-eight (48) hours on the seventh (7th) consecutive workday.
- g. All work performed on a holiday will be paid at double time, plus the Holiday Pay.
- h. Continuous operation employees in Water Pollution Control and the Communication Operators, who are called in on Sunday, when scheduled off will be paid double time for actual time worked.**
- i. Employees who are subpoenaed on cases arising out of employment for which they are not a participant will receive regular straight time pay if scheduled for work and compensatory time if scheduled off for actual time spent in court.
- j. Employees will have the option to receive compensatory time in lieu of overtime. The employee may submit requests 24 hours in advance. All requests must be approved by the employer in advance. The employer will grant compensatory time equal to the overtime rate. The union and employer agree to follow all other F.L.S.A. provisions regarding the use of compensatory time.
- k. Management will attempt to pay overtime worked in the same pay period in which the work is performed.**
- l. Permanent communication operators will be offered all available overtime before temporary communication operators or police officers.**

m. Employees in this bargaining unit will be given first priority for all overtime opportunities as long as these opportunities are in line with their current job description. The Union and Management jointly agree to periodically review the accuracy of the overtime list.

Overtime opportunities will be distributed as equally as possible among employees in the same job classification, department and shift. It is understood that nothing in this clause shall require payment for overtime hours not worked.

l. When an employee is required to work overtime as a result of a declared emergency or as a continuation of a full regular eight (8) hour scheduled work day and has worked a minimum of four (4) hours overtime, then in that case the Township will make provisions for meal allowances. Payment will be made upon receipt of a paid bill for the actual amount spent, not to exceed specified meal allowance schedule.

BREAKFAST	\$6.00
LUNCH	\$7.00
DINNER	\$10.00

#### CALL-IN TIME

SECTION V: An employee who is required and returns to work during a period other than his regularly scheduled shift, shall be guaranteed four (4) hours pay. The employee will be paid time and one-half his regular rate of pay for the actual time worked and will be given the opportunity to go home when the assignment he was called in for is completed. If he so desires, then in that case, he will be paid straight time between that of which he worked and up to four (4) hours. If the employee decides to stay, the supervisor may provide work for the remaining time of the four (4) hours. Call-In time ceases when regular working time begins.

#### STAND-BY PAY

SECTION VI: Employees in the Water Pollution Control Division (stop-up crew), when on stand-by, will be guaranteed eight (8) hours pay for Saturday and eight (8) hours pay for Sunday at straight time. If they are called into

work on Saturday they will be paid time and one-half and if they are called into work on Sunday and holidays they will be paid double time, for the actual time worked on these days. It is to be understood that employees who are on stand-by and are called into work cannot make claim under the Call-In provisions in Section VI of this Agreement. No guarantees for stand-by will be afforded any other division.

## PAY SCALES OR RATES OF PAY

SECTION VII: The pay scales for all employees covered by this Agreement shall be set forth in Appendix B attached.

Any employee who performs work in a higher paid classification other than his own will receive a pay rate in the higher range equivalent to at least one full increment. Authorization must be by the supervisor and must be in writing. When an employee is authorized to work out-of-title in the first half of the shift, payment shall be for eight (8) hours. If authorized to work in the second half of the shift, payment shall be for four (4) hours.

## COMMUNICATION OPERATORS

SECTION VIII: Employees that are assigned to train newly hired communication operators will receive out of title pay up to 90 days as Senior Communication Operators.

SECTION IX: All employees in this collective bargaining unit will be considered essential personnel for snow removal only. Essential employees must be available for the removal of snow. This section of the contract supercedes all other language regarding snow removal. Union and management agree to review and adopt a call list of eligible AFSCME employees for snow removal purposes only.

Employees that work on their scheduled day off will be paid at the rate of time and one half from the first hour. Employees that remove snow on a holiday or Sunday will be paid double time for the first hour. Employees that remove snow during his or her regularly scheduled workday will be paid time and one half from the ninth hour to the sixteenth hour. Employees cannot work more than sixteen (16) hours without taking at least an eight (8) hour break. Essential employees will receive a compensatory day in addition to overtime if the Township is officially closed.

## ARTICLE VII

## HOLIDAYS

a. The following days will be recognized as holidays under this Agreement:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veterans Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

b. In the event a holiday falls on a Saturday, it shall be celebrated on the preceding Friday.

c. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday.

d. In the event a holiday falls within an employee's vacation period, the holiday shall be celebrated at the employee's option unless the Township determines that it cannot be taken because of pressure of work.

e. All work performed on a holiday shall be paid at the rate of double time, plus the holiday pay, for all employees covered by this agreement.

f. In order to qualify for holiday pay, employees must work their scheduled workday immediately preceding and scheduled workday immediately following the holiday, unless on excused absence.

g. Whenever a holiday falls during the time an employee is utilizing sick leave benefits, that day will not be charged against his sick leave benefits.

h. Employees who are on leave of absence without pay will not be eligible for holiday pay.

i. Continuous operation employees in Water Pollution Control and Police Communication Operators shall be paid double time plus the days pay for scheduled work on Easter Sunday.

## ARTICLE VIII

### VACATIONS

a. All permanent employees or full-time provisional employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay, except military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacations with pay shall be granted to employees as follows:

#### Date of Hire to December

31st of the Year of Appointment .....	1 Day Per Month
One to Five Years .....	12 Working Days
Five to Ten Years.....	15 Working Days
Ten to Fifteen Years .....	20 Working Days
Fifteen to Twenty Years.....	25 Working Days
Twenty to Twenty-Five Years.....	30 Working Days

Twenty Six Years ..... One day per year (35 days maximum).

Permanent part-time employees shall receive vacation credit allowance on a proportionate or pro-rated basis.

b. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.



c. Employees may use vacation days in quarter (1/4) day increments.

d. Vacation allowance must be taken during the current calendar year at such time as permitted unless the appointing authority determines that it cannot be taken because of pressure of work. One (1) year of vacation allowance, with a maximum of twenty (20) vacation days, may be carried over into the succeeding year with the approval of the division superintendent.

e. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

f. An employee who separates shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the calendar year in which the separation becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

An employee when retiring, under the Public Employees Retirement System of N.J. shall be entitled to vacation in that year which the retirement occurs, plus any accumulated vacation allowance.

g. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of the death.

h. Part-time temporary or part-time provisional employees shall not be entitled to vacation leave.

i. Full-time temporary and provisional employees shall be entitled to vacation leave to the same extent and for the same reasons such leave is provided for permanent employees.

j. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except military leave.

k. The Township, through the Division Supervisors, shall respond to an employee's request for vacation leave within two (2) working days and all responses shall be in writing.

I. Management will make every attempt to reasonably grant vacation requests dependent upon operational needs. No fair and reasonable requests will be denied.

## ARTICLE IX

### ACCUMULATED SICK LEAVE BENEFITS AT RETIREMENT

#### SECTION I:

All employees shall be entitled upon retirement from the New Jersey Public Employees' Retirement System, to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave benefits which are credited to him on the effective date of his retirement.

The supplemental compensation payment to be paid hereunder shall be computed at the rate of sixty percent (60%) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment, prior to the effective date of his retirement, provided however, that no such lump sum payment of supplemental compensation payment shall exceed \$21,000.00.

#### SECTION II: UNUSED SICK LEAVE IN EVENT OF DEATH

The Township will pay a lump sum cash payment equal to sixty (60) percent of the unused sick leave to the estate of any employee who dies prior to retirement not to exceed \$21,000.00.

## ARTICLE X

### GENERAL PROVISIONS

#### SECTION I:

a. The Employer agrees to make available one (1) locked glass enclosed bulletin board at each of the work locations. The said bulletin board shall be used for posting of the following notices: Union Meeting, union elections and returns, union appointments to office and union recreation or social affairs. The union may utilize the intra-township mail service for purposes of mailing notices to the appropriate divisions.

b. Work rules shall be established in accordance with existing laws.

## SECTION II:

### LONGEVITY

The employees of the Township shall be paid, in addition to their salaries, longevity pay on completion of the year of service as listed herein below:

7/1/02 – 6/30/07

5 Yrs. of Service .....	\$600.00 annually
10 Yrs. of Service .....	\$800.00 annually
15 Yrs. of Service .....	\$1,100.00 annually
20 Yrs. of Service .....	\$1,350.00 annually
25 Yrs. of Service .....	\$1,450.00 annually
30 Yrs. of Service .....	\$1,800.00 annually
35 Yrs. of Service .....	\$2,100.00 annually
40 Yrs. of Service .....	\$2,400.00 annually

All employees who have completed the above required years of service during any quarter of the calendar year shall be paid the pro-rated sum of longevity as set forth in the schedule hereinabove at the end of the calendar year.

Longevity shall be paid to full-time employees based on the years of continuous service with the Township. Part-time employees shall be paid a pro-rated amount based on the number of hours worked.

## SECTION III:

### CLASSIFICATION AND JOB DESCRIPTIONS

the classifications for employees covered by this Agreement are attached hereto as Appendix B and by reference are made a part of this Agreement.

If during the term of this Agreement the Township determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult with a view toward arriving at a mutually acceptable determine, including the rate of pay thereof, prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to the grievance procedure commencing with Step 3, of this Agreement.

#### SECTION IV:

##### WORK UNIFORMS

Please be advised that all new contract language regarding work uniforms will be effective on 07-01-01.

The employer will provide a uniform service for the uniforms listed below and pay the cost of maintenance accordingly.

A. Garage and Water Pollution Control Employees:

Eleven (11) sets of uniforms.

Two (2) Eisenhower jackets.

One (1) Coverall.

One (1) Heavy Parka with hood.

Eleven (11) T-shirts.

Management will repair or replace any damaged or torn uniforms at its discretion. No request will be unreasonably denied. Worn out or torn T-shirts will be exchanged for new ones upon request.

Employees are required to be in full uniform during their work shifts.

Effective July 1, 2005 the Township of Hamilton will no longer provide uniforms to the remainder of AFSCME employees. Effective July 1, 2005 these employees will begin receiving a uniform stipend in the amount of three hundred-fifty dollars (\$350.00) each year for the purchase of replacement uniforms. The clothing allowance shall be paid once a year, in a separate check and paid to the employee with the first pay in July of each year. These uniforms will be the agreed upon attire as set forth by the Union and the Township.

Employees that purchase their own uniforms will receive a clothing maintenance allowance of two hundred-fifty dollars (\$250.00). The clothing maintenance allowance shall be paid twice per year. One half the

yearly amount in December and one half in June. The clothing allowance shall be pro-rated upon the number of months an employee works during the year. Employees will be responsible for being in uniform during their working hours. Employees are expected to wear uniforms that are in good condition at all times.

Effective May 2003, employees will be allowed to wear Bermuda type, dark blue, hemmed denim shorts. Shorts may be worn from May through September. The employee is totally responsible for the cost of these shorts. Employees that work in safety sensitive positions are prohibited from wearing shorts. Employees must have proper clothing with them at all times because job duties may change during the course of the day. The Township retains the right to wear long pants as agree upon in the earlier clause during Township sponsored special events.

Uniforms will be as follows:

Public Works Employees:

Dark Blue Denim Jeans (hemmed)

Dark Blue Denim Jean shorts (Bermuda style and hemmed)

Dark Blue Golf or Tee Shirt

Communication Operators

Navy Blue Pants

Light Blue or White Golf Shirt (long or short sleeve)

Navy Blue Sweater or Jacket

All prior language regarding uniforms will remain in place until the new language takes effect.

## SECTION V:

### SAFETY AND HEALTH

a. The Employer will make a reasonable effort for the safety and health of its employees and will provide employees with wearing apparel, tools or devices necessary to insure their safety and health. When such materials are issued it is the employees' obligation to use them. The Employer and the Union shall endeavor to designate a safety committee member from each of its departments covered under this Agreement. It shall be the joint responsibility of the safety committee to investigate and correct unsafe and unhealthy conditions. This committee will meet periodically, as necessary, to review conditions in general, and make recommendations to either or both parties when appropriate. The Employer will provide the union safety member reasonable time to investigate safety or health complaints in their department during their working hours at no loss of pay. The employee must first obtain

permission from his immediate supervisor and it is understood that during his investigation he will not interfere with the work assignments of others. The Employer's safety member will accompany him on his investigation. Notification of a potential violation of a standard, or any other safety concern, shall be given to the employees' immediate supervisor prior to reporting it to the safety office.

#### b. EMPLOYEE RIGHTS

Any employee, group of employees or employee representative who believes that a violation of a standard exists, or that an imminent danger exists, may request an inspection by giving notice to the applicable authority (Safety Director or his designee) of the violation or danger.

#### SECTION VI:

##### EARLY DISMISSAL PROVISIONS

If Township offices are officially closed employees in this bargaining unit will be granted compensatory time. The Mayor or his designee will determine if Township offices are closed.

#### SECTION VII:

##### REST PERIODS

The Employer shall grant two (2) ten (10) minute paid rest periods during each shift. One occurring in the first half of the shift, and one in the second half of the shift, at a time designated by the department head.

#### SECTION VIII:

##### SHIFT DIFFERENTIAL

Employees that are regularly assigned to the 3:30 PM-12AM shift will receive shift differential in the amount of \$1.00 cents. Employees that are regularly assigned to the 12AM-8AM shift will receive shift differential in the amount of \$1.05 cents. No other employees are eligible for shift differential. However employees on other shifts are eligible for overtime. In no circumstances will overtime be paid in conjunction with shift differential.

Employees that are regularly assigned to the 4PM-12AM and 12AM-8AM work shifts will receive their shift differential in their base pay when they are on paid leave.

#### SECTION IX:

##### LATENESS AND ABSENCE

Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be tardy or absent. If for some reason the employee is unable to call prior to the beginning of his shift, he must make notification within the first hour of his assigned shift to advise the employer of this fact, or he will be subject to disciplinary action.

Whenever employees report off sick it is understood by the employer that they will be at home and if for some reason employees must leave their home during absences of sickness, then in that case they must submit to their department head a telephone number where they can be reached.

#### SECTION X:

##### CONTRACTING WORK OUT

The Employer shall have the right, at its discretion, to apportion work by contract or subcontract to employees or others, as it may see fit in order that the services to be performed by the Employer may be carried out for the benefit of the public, which determination shall not be subject to the grievance procedure. **Such contracting or sub-contracting of work performed by the Township employees will not result in any layoffs of said employees covered by this Agreement.**

#### SECTION XI:

##### EMERGENCY

In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as that period of time when circumstances either have the potential of jeopardizing or directly place in jeopardy the health, safety and general welfare of the public. The determination as to what constitutes an emergency will be at the discretion of the Mayor or his designee. Any employee who fails to cooperate may be subject to disciplinary proceedings.

#### SECTION XII:

##### **SALARY COMPENSATION ALL EMPLOYEES COVERED IN THIS BARGAINING AGREEMENT**

**Effective July 1, 2002 (2%).**

**Effective January 1, 2004 (1%).**

**Effective July 1, 2004 (4%).**

**Effective July 1, 2005 (4.5%).**

**Effective July 1, 2006 (5%)**

**All employees not at maximum will receive an increment on their anniversary date.**

Employees must be in their current title at least one full year in order to earn an increment.

For all employees hired after January 1, 1985 their anniversary date will be the first day of the quarter following their date of hire.

For all employees promoted after January 1, 1985, their anniversary date for the purposes of receiving their annual increment will become the first day of the quarter following their promotion. **All new employees hired in this bargaining unit, after the signing of this contract, will begin at step one of the current salary guide.**

Following promotions, salaries shall be adjusted to the nearest step in the new range equivalent to at least one full increment.

#### SECTION XIII:

##### INCREMENTS

Each job classification has been carefully evaluated and salary ranges have been fixed. **Increment increases will be granted once each year until the employee reaches the maximum of his salary range.** Any employee may be denied an increment if their work performance and habits are not satisfactory. **All titles (competitive and non-competitive) in this bargaining unit will be allowed one salary range change hearing each year.**

### ARTICLE XI

#### INSURANCE AND RETIREMENT BENEFITS

##### SECTION I:

a. The employer shall provide for all its employees and their eligible dependents covered under this agreement, the following Health Insurance Programs:

**Horizon                      Traditional Medical Insurance Program.**



**\$10 Co-Pay Office Visits 80% Out of Network Coverage**

**Horizon POS**

**Point of Service Program**

**\$5 Co-Pay Office Visits 80% Out of Network Coverage**

Employees hired after June 30, 1996 who will not be eligible for coverage under the Traditional Plan.

Employees who select the Traditional Plan will have deductions made from each bi-weekly pay check (24 pays per yr.) as follows:

Family	-	\$10.00
Parent and Child	-	\$ 7.50
Single	-	\$ 5.00

There will be no payroll deductions for the Horizon POS or PPO Medical Insurance.

All employees hired after June 30, 1996 and their eligible dependents will not be eligible for the Traditional Program. Coverage for each health plan is provided in a health benefits book for each plan mentioned above.

During open enrollment employees will have the opportunity to waive their medical coverage. Employees can choose to waive their medical coverage one year at a time and will be reimbursed \$1,000 by the a Township of Hamilton. Proof of other medical coverage is required to participate. Employees can elect to reinstate their medical coverage during the year. Employees that have their medical coverage reinstated will be responsible for reimbursing the Township of Hamilton the \$1,000 on a pro-rated basis. If employment is terminated the employee is responsible for reimbursing the Township of Hamilton any monies owed.

**Prescription Drug Plans**

Employees that retire on or after 07/01/99 will be eligible for a prescription drug card. Retirees are eligible for the same prescription drug medication as active employees. Employees that are eligible for a prescription drug card will no longer have any prescription drug benefits under their health insurance carrier. Only employees that are eligible for medical benefits at retirement will be eligible for the retiree prescription drug card.

Employees that retired before 07/01/99 will retain the right to submit Drug Prescription insurance claims to the major medical portion of their health insurance.

**Active Employee Co-Pays**

Generic Drugs: \$2

#### Retired Employee Co-Pays

15% Co-Pay of the cost of the prescription. (Mail order only)

20% Co-Pay of the cost of the prescription.

The employee is responsible for the co-pay at the pharmacy.

b. The Employer will provide a Dental Care Program which includes the option of choosing an HMO Program for all its employees and their dependents covered under this Agreement.

c. The employer will provide a Vision Care Program for all its employees and their dependents covered under this agreement.

d. The Employer agrees to provide retirement benefits in accordance with applicable New Jersey Statutes.

e. The Employer will provide hospitalization and medical insurance equivalent to the New Jersey Health Benefits Program to all retirees under provisions of N.J.S.A Title 40A:10-23.

f. Effective January 1, 1992, employees will be enrolled in the N.J. State Disability Program. The cost will be shared equally by the employer and the employee, with deductions made through the Payroll Deduction Plan.

## ARTICLE XII

### GENERAL

#### SECTION I:

a. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate

with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either, or both, of the parties at the time they negotiated, executed and ratified this Agreement.

b. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable laws, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree immediately to negotiate a substitute for the invalidated portion thereof. Unlawful provisions shall be separated from the remainder of the agreement.

c. The Township and the Union recognizes the need for the training and upgrading of the employees within the departments. The Township and the Union agree to discuss a program of training for purposes of upgrading employees.

d. An employee shall within five (5) working days of a written request to the Personnel Division, have an opportunity to review his personnel folder in the presence of an appropriate official of the Personnel Division to examine any criticism, commendation or any evaluation of his work performance or conduct prepared by the Township during the term of this Agreement. He shall be allowed to place in such file a response of reasonable length to anything contained therein.

e. Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

f. All new employees will be issued membership packets. The Township will provide to the Union the location of the new employees.

g. The Township shall provide glare screens on all video display terminals.

## ARTICLE XIII

### TERM

This Agreement shall be effective as of the first day of JULY, 2002 and shall remain in full force and effect through the 30th day of JUNE, 2007. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. **The union and management will share in the cost of the printing of the contract.**

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE TOWNSHIP OF HAMILTON  
AND  
LOCAL 2475, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO

PENSION REOPENER

The parties agree to reopen this contract to negotiate the possible implementation of an "Early Retirement Program" if permitted to do so by amendments to the state pension laws.

## MEMORANDUM OF UNDERSTANDING

As a result of negotiations between the Township of Hamilton and union representatives of the American Federation of State, County and Municipal Employees, (AFSCME) it has been agreed that the Communications Operators work schedule shall be adjusted as follows:

1. Effective Monday, April 13, 1992, the Communications Operator's new work week will consist of four 8 hr. days on and two 8 hr. days off.
2. Communications Operators will no longer receive fourteen (14) paid holidays (holidays were previously added to vacation time).

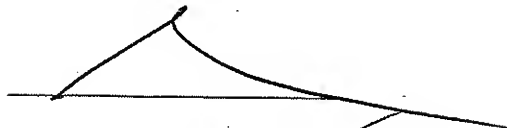
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AFSCME

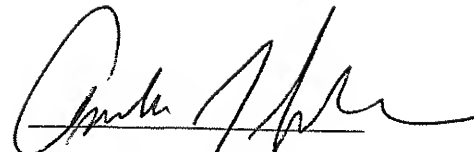
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Glen D. Gilmore, Mayor

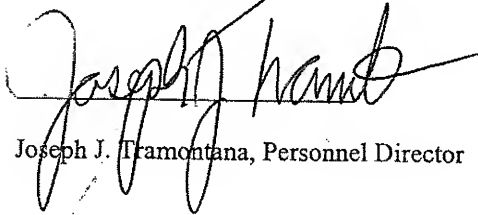
For the Township of Hamilton:



Glen D. Gilmore, Mayor

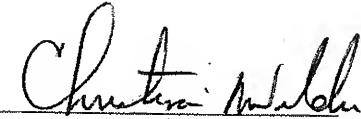


Andrew J. Salerno, Business Administrator



Joseph J. Tramontana, Personnel Director

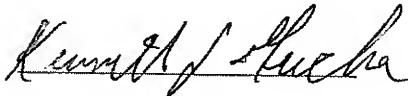
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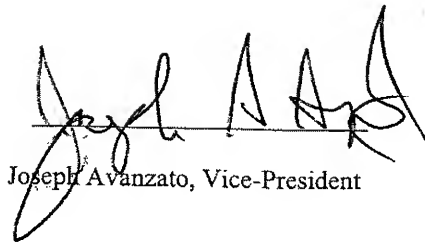
Christina N. Wilder

Municipal Clerk

For AFSCME Local 2475:



Kenneth Mucha, President



Joseph Avanzato, Vice-President



Gerard Meara, AFSCME Representative